

REQUEST FOR INVITATION TO BID NO. 07ITB53556YA-DR

**ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS PREVENTIVE & PREDICTIVE  
MAINTENANCE**

**For**

**GENERAL SERVICES DEPARTMENT**

**BID DUE TIME AND DATE:** 11:00 A.M. April 12, 2007  
**PURCHASING CONTACT:** DONALD R. RILEY @ 404-730-7916  
**E-MAIL:** [donald.riley@fultonCountyga.gov](mailto:donald.riley@fultonCountyga.gov)

**LOCATION:** FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303

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**INVITATION TO BID**  
**ON-SITE DOOR REPAIR, INCLUDING OVERHEAD DOORS WITH PREVENTIVE AND**  
**PREDICTIVE MAINTENANCE**  
**FULTON COUNTY GOVERNMENT**

**SECTION 1 - INSTRUCTIONS TO BIDDERS**

Fulton County Government ("County") invites sealed bids for **On-site Door Repair, including Overhead Doors with Preventive and Predictive Maintenance.**

**1. GENERAL INFORMATION**

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.fultonCountyga.gov> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** The Bid package consists of the following scope of work: Fulton County Department of General Services invites Bidders to furnish all parts, labor, equipment, transportation and materials necessary to provide 'On-site Door Repair, including Overhead Doors with Preventive and Predictive Maintenance' for a period of one (1) year from date of award. All materials, supplies, services and parts requested by Fulton County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices. The repair services provided shall be, unless otherwise stated in the contract, in accordance with the methods and procedures of the original manufacturer's operations, maintenance and repair manuals and shall conform to the manufacturer's and industry's highest standards, and American Association of Automatic Door Manufacturers (AADM) standards (where applicable). The successful Bidder will comply with all lawful agreements, if any, which the said successful Bidder has made with any association, union or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages. The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting **Donald R. Riley, Assistant Purchasing Agent** at (404) 730-7916 or e-mail [donald.riley@fultonCountyga.gov](mailto:donald.riley@fultonCountyga.gov). Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Department of Purchasing and Contract Compliance  
Attn: Donald R. Riley  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-7916  
Fax: (404) 893-1876  
Reference Bid # **07ITB53556YA-DR ON-SITE REPAIRS**

**2. PRE-BID CONFERENCE**

There is no pre-bid conference for this bid.

**3. SITE VISIT:** There will be no site visit for this project.

**4. PREPARATION AND SUBMISSION OF BIDS**

**Bid forms must be filed in accordance with the following instructions:**

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer or principal of the Bidder with the authority to make a Contract.

Bids by Joint Ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

**Department of Purchasing and Contract Compliance  
Fulton County Public Safety Building  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459**

**RE: On-site Door Repair, including Overhead Doors with Preventive and Predictive Maintenance**

- 5. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

- 6. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to **Donald R. Riley** no later than 2:00 PM, **April 6, 2007**. Written requests for clarification or interpretation may be mailed,

hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/Bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

**7. REQUIRED SUBMITTALS:** The Bidder **must complete and execute** the following:

1. Bid Form
2. Certification of Acceptance of Bid/Proposal Requirements
3. Corporate or Partnership Certificate
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor
6. Contract Compliance Forms, fully executed
  - a. Promise of Non-Discrimination (Exhibit A)
  - b. Employment Report (Exhibit B)
  - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
  - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
  - e. Declaration Regarding subcontractor Practices (Exhibit E)
  - f. Joint Venture Disclosure Affidavit (Exhibit F)
  - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the Bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (section 0002). If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the Bidder's request and expense.

**8. TERM OF CONTRACT:**

Contract terms shall be one (1) year, with two (2) renewable options to renew.

**9. NO CONTACT PROVISION**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
10. **BID AND CONTRACT SECURITY:** Not Applicable
11. **RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any Bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
12. **APPLICABLE LAWS:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
13. **EXAMINATION OF CONTRACT DOCUMENTS:** Prospective Bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a Bidder. At the bid opening each Bidder shall be presumed to have read and be familiar with the contract documents.
14. **TERMINATION:** The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The Bidder is required to sign the document and include it with its bid submission.
16. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
17. **BID OPENING:** Bids will be opened in public and read aloud. All Bidders are requested to be present at the opening.

18. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible Bidder(s), if awarded.

- 1) **Responsibility:** The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum requirements:
  - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
  - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
  - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
  - d) Has adequate personnel and equipment to do the work expeditiously.
  - e) Has suitable financial means to meet obligations incidental to the work.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

19. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible Bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful Bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder. No bid may be withdrawn for a period of sixty (60) days as amended. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

21. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original



power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- 22. JOINT VENTURE:** Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being non-responsive.

- 23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the Bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the Bidder and the County, such that the Bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

- 24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

**FULTON COUNTY PURCHASING DEPARTMENT**

**BID GENERAL REQUIREMENTS**

**07ITB53556YA-DR On-Site Door Repair, including Overhead Doors  
With Preventive and Predictive Maintenance**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a

- successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
  9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
  10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
  11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
  12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
  13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
  14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
  15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
  16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to

- destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
  18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
  19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
  20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
  21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
  22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
  23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
  24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder

if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
31. In the evaluation of the Bids, any award will be subject to the Bid being:
  - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

32. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

## Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and \_\_\_\_ ( ) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	Bid Form – <b>submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the Bidder.</b> All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum	
3	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Non-Collusion Affidavit of Sub-contractor Form C - Certificate of Acceptance of Request for Bid/Proposal Requirements Form D - Certificate Regarding Debarment Form E - Corporate Certificate Form F - Disclosure Form & Questionnaire	
4	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
5	Risk Management Insurance Provisions Form	
6	Pricing Forms Completed	
7		
8		
9		
10		
11		

**SECTION 2**

**BID FORM**

**07ITB53556YA-DR ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
WITH PREVENTIVE AND PREDICTIVE MAINTENANCE**

Submitted April 12, 2007

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_

**(Dollar Amount in Numbers)**

\_\_\_\_\_  
**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual



quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Bidder's Contractor License No: \_\_\_\_\_  
[State/County]

License Expiration Date: \_\_\_\_\_

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

### **SECTION 3 PURCHASING FORMS & INSTRUCTIONS**

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Certification Regarding Debarment
- Form E: Corporate Certification
- Form F: Disclosure Form And Questionnaire

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the Bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the Bidder only, or if furnished to any other Bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form B

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the Bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the Bidder only, or if furnished to any other Bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Form C

**FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_ To \_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_ To \_\_\_\_, And/Or Appendices \_\_\_\_ To \_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

Form D

**CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of County contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business



integrity or business honesty which currently, seriously and directly affects responsibility as a County contractor.

- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a County contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the County as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the County, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a Joint Venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

Form E

**CORPORATE CERTIFICATE**

Corporations

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
(SEAL) must be affixed

Partnership or other entities:

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

**Form F**

**DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government ?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, Joint Venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**END OF SECTION NO. 3**

## SECTION 4

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

**Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a Bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the Bidder to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages Joint Ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

#### REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), Bidders **must** submit the following completed documents. Failure to provide this information **shall** result in the bid being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the Bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report



**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/WE ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_  
Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the Bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

### EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the Bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the Bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

#### EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the Bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime Bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder:** \_\_\_\_\_

**ITBNUMBER:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

1. My firm, as Prime Bidder on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

<b>Total Dollar Value of Subcontractor Agreements: (\$)</b>
---

<b>Total Percentage Value: (%)</b>
------------------------------------

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

**ITB/RFP Number:** \_\_\_\_\_

[illegible]

Date \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the Bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_ Hereby declares that it is my/our intent to  
(Bidder)

Perform 100% of the work required for \_\_\_\_\_  
(ITB Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the Bidder states the following:

1. That the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the Bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a Bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The Bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a Joint Venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed Joint Venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**OFFICE ADDRESS:** \_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_



**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

1. Describe the capital contributions by each Joint Venturer and accounting thereof. Indicate the percentage make-up for each Joint Venture partner.
2. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established? Which Venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each Joint Venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the Joint Ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each Joint Venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which Joint Venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which Joint Venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each Joint Venturer.
10. Submit a copy of all Joint Venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each Joint Venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each Joint Venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the Joint Venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a Joint Venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR: \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful Bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

<b>PRIME CONTRACTOR</b>		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ \_\_\_\_\_  
TOTAL AMOUNT REQUISITION TO DATE:\$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**END OF SECTION NO. 4**

**SECTION 5**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor) Limits - \$1,000,000

**5. UMBRELLA LIABILITY**  
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

**6. PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000  
(Required if respondent providing bid/quotation for professional services).

7. **FIDELITY BOND**

(Employee Dishonesty)                      Each Occurrence                      -                      \$ 100,000

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

### USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

### PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

*If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.*

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **SECTION 6**

### **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS PREVENTIVE & PREDICTIVE MAINTENANCE**

The pricing forms list the doors that need Preventive &/or Predictive Maintenance (PM)

Note: Attachment 'A' is listing only the doors that need PM. The vendor will be required to repair these doors and any other door in the County buildings.

#### **6.1 Visual and Audible Inspection**

- 6.1.1 Inspect general arrangement of door and mountings, wind locks, guides weather stripping, counter balance etc
- 6.1.2 Inspect all pivot points, hinges, latches and center roller supports as applicable
- 6.1.3 Examine motor, starter, push button etc where applicable
- 6.1.4 Visually inspect gearboxes where used for leaks and damage to seals
- 6.1.5 Check chain and hood condition in the case of roll up doors  
(Checkpoints for fire doors are shown separately)

#### **6.2 Operations Check**

- 6.2.1 Manually open and close the door and check the swinging and listen for unusual noise if any
- 6.2.2 Operate the door electrically where applicable and observe the operation
- 6.2.3 Check the break release, motor disengagement clutch operation etc
- 6.2.4 Check the operation of electric eye where installed
- 6.2.5 If activation mats are used check the mat molding and threshold
- 6.2.6 Check and record time delay between automatic opening and closing of the door where automatic operation is provided
- 6.2.7 Check the sensors inside and outside the door, where optical/thermal sensors are used
- 6.2.8 Check automatic speed control in case of revolving doors. Record the speed
- 6.2.9 Check card reading in the case of parking gates and other security enclosures



### **6.3 Preventive Maintenance: Roll-Up doors: Manual and Power Operated**

- 6.3.1 Clean the unit and components thoroughly
- 6.3.2 Lubricate bearings and adjust springs. Lubricate sprockets and chains
- 6.3.3 Replace or top off gearbox oil
- 6.3.4 Replace weather stripping as required
- 6.3.5 Blow out dust from starting devices. Clean electric eye treadle and other operating or control devices
- 6.3.6 Adjust limit switches if required

### **6.4 Preventive Maintenance: Swing doors, ADA equipped doors and Main Entrance**

- 6.4.1 Adjust door closer where required
- 6.4.2 Clean out tracks. Clean pivot points and apply grease
- 6.4.3 Adjust sag if any
- 6.4.4 Inspect the supporting structures. Apply graphite as required. Wipe off excess graphite
- 6.4.5 In case of revolving doors, inspect locking device. Set the emergency fold pressure on the door to manufacturer's prescribed limits

### **6.5 Preventive Maintenance: Gates with secured access**

- 6.5.1 Lubricate center gate support. Remove debris if any from the roller track
- 6.5.2 Tighten bolts and mounting hardware as required
- 6.5.3 Lubricate locking device as required
- 6.5.4 Lubricate pivot points, hinges and latches
- 6.5.5 Adjust linkage between motor and arm/gate
- 6.5.6 Adjust arm pressure in the case of Arm Gates. Check and adjust sensitivity of embedded coils. Fill cracks, if any, in asphalt
- 6.5.7 Clean the electrical circuit breakers and control panel

### **6.6 Maintenance of Fire doors and Fire Curtains (Preventive Maintenance (PM) Checks))**

- 6.6.1 Remove all hold open devices such as fusible links except approved electromagnetic hold open devices. Check hang and swing for close fit. Doors must latch on normal closing cycle and have a neat fit
- 6.6.2 Test operation of panic hardware. Inspect door coordinates on pairs
- 6.6.3 Check operation of smoke detectors or electromagnetic releasing devices, if any
- 6.6.4 Inspect for damaged binding cable or chain and for proper threading through pulleys (Fire Curtains / Sliding doors)
- 6.6.5 Check operation of heat activated devices other than fusible links
- 6.6.6 Check counter-weight for proper suspension. (Fire curtains / sliding doors)

- 6.6.7 Operate door by disconnecting counter-weights or other appropriate methods (Fire Curtains /Sliding doors)
- 6.6.8 Check for proper fit in the binders. Inspect stay roll (Fire curtains / Sliding doors)
- 6.6.9 Inspect the door for any breaks in the face covering of doors

## 6.6.2 Maintenance

- 6.6.2.1 Adjust latch and electromagnetic devices where necessary
- 6.6.2.2 Remove any obstruction that will retard full swing or movement of the door
- 6.6.2.3 Lubricate all pivot points and pulleys
- 6.6.2.4 Replace worn or damaged binding cable/chain and adjust to proper length
- 6.6.2.5 Repair the door for any breaks in the face covering of doors

## 6.7.1 Repair and Replacement

Repair and maintenance will be considered on a case-by-case basis. The following guidelines shall apply:

- 6.7.1 If, during the PM checks or maintenance, a defect is observed, the contractor shall report the matter to the Zonal Manager or his representative.
  - 6.7.2 Such report shall include a proposal for carrying out the necessary repair job showing details of various costs involved
  - 6.7.3 The cost reported should show a break up of material cost and labor cost and shall include mark up or discounts as specified else where in the specification
  - 6.7.4 The repair work shall be taken up only after receiving written approval from the Zonal Manager
  - 6.7.5 It will be the responsibility of the contractor to arrange all material required for the repairs
- 6.8 Successful vendor is required to respond to call for repair and or installation work relate to doors, including overhead doors in any facility within the geographic confines of Fulton County. The response to calls shall be as described in Paragraph 13. **(Where is paragraph 13) above or below and what section**
- 6.9 The vendor is required to provide all tools necessary for the work and will be compensated based on the quoted hourly rate.
- 6.10 Where materials/spare parts are required in excess of \$500, the vendor must submit an estimate to the Zonal Manager requesting for services. Any work of this nature shall be undertaken with the express approval of the Zonal Manager.

See also Paragraph 5 in this regard. **(Where is paragraph 5) above or below and what section**

- 6.11 The vendor is required to carry out Preventive and Predictive Maintenance, in compliance with manufacturer's recommendations, of doors designated by the County. Such activities will be limited to high volume doors, ADA doors and revolving doors.
- 6.12 The Bidder further understands that the Department of General Services shall have the right to cancel the contract at anytime in the event the successful Bidder (s) breaches the contract in any respect whatsoever.

**SECTION 7**  
**SPECIAL CONDITIONS**

1. **Vendor Qualifications:** Vendor shall have at least five (5) years experience in maintaining and repairing doors, including overhead doors. Additionally, the vendor must provide at least three (3) references, with names and telephone numbers of persons in charge, who will be able to verify the vendor's experience in this field.
2. **Personnel:** All personnel of the company that will work in County facilities must wear uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor name or the company's name printed at the back or either sides of the vehicle(s).
3. At least one (1) crew member should be able to communicate in English.
4. **Parts and Pricing:** The Bidder is required to submit, along with the bid, the most current available price list. All parts will be reimbursed in accordance with the most current price list made available to Fulton County. The successful Bidder will be required to submit a complete estimate to include, parts and labor prior to performing any work. Failure to supply an estimate will result in non- payment of the invoice.
5. **Additional Parts:** This paragraph is only applicable to parts not included as part of the preventive and predictive maintenance specification. The successful Bidder is required to supply all parts associated with repair and routine maintenance under the scope of this specification, approval must be obtained from the appropriate zonal maintenance manager or the Fulton County designated representative. The following information must be provided:
  1. An invoice indicating the price the successful Bidder paid for the part from the supplier or manufacturer.
  2. If any freight was associated with the shipment of the part, a paid freight invoice must be submitted.

Reimbursement of costs for supply of parts priced at \$500.00 or less will be computed utilizing the following formula:

(Vendor's Cost For Parts) x (1+ Vendor's Markup Percentage) + Cost of Freight.

Example: Vendor's Cost for Part = \$20.00  
Vendor's Markup on Parts = 10%  
Vendor's Freight Cost = \$5.00  
Reimbursement = (\$20.00 x 1.10) + \$5.00 = \$27.00

All other markup on parts greater than \$500.00 will be negotiated with the successful Bidders. Fulton County reserve the right to reject any and all pricing for parts and to require the successful Bidders to install parts procured from other sources. If Fulton

County elects to procure parts from an outside source, the successful Bidders warranty shall extend to labor only.

6. **Warranty Clause:** The successful Bidder will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. If the spare part is covered by a standard manufacturer's warranty greater than 90 days then the vendor must extend that coverage to Fulton County.

Any additional repairs required within the warranty period will be at the expense of the successful Bidder. Parts will be replaced at no additional cost to Fulton County.

7. **Working Hours:** This contract is to provide services twenty four (24) hours a day, seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A. M. through 5:00 P.M. Monday thru Friday, excluding Fulton County holidays. Rate for any work performed outside of normal working hours (including weekends and holidays) shall not exceed 1.5 times the rate for normal working hours. Holiday rates will apply only to holidays observed by Fulton County.

The successful Bidder is required to respond to all emergency calls within two (2) hours of notification. Failure to respond within the two (2) hours time period will not be a basis for overtime payment.

8. **Authorization to Place Calls:** Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of the invoice.

9. **Technical Reports:** The successful Bidder is required to submit a technical report on service calls within five (5) days of completion. The report must contain the following information:

1. Start Time & Completion Time
2. Date Service was performed
3. Location of Service
4. Person Requesting the Service
5. Itemized Parts List
6. Type of Door Repaired
7. Classification of the call (I.E., Emergency, High Priority or Routine)
8. Fulton County Building Asset Number

The successful Bidder may submit this information on the same form utilized for invoicing; however, the successful Bidder will not receive payment for any invoices until the technical report is received.

10. **Inventory:** The Bidder must certify below that he has a full inventory of parts and services required within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The Bidder understands that having the materials/supplies/services on an "if needed, as needed, and when needed" basis will be used in selecting the successful Bidder. Fulton County reserves the right to reject any Bidder failing to meet this requirement.

Services Available: YES ( ) NO ( )  
Location of Bidder's Facility:

Parts	Service

11. **Award:** One (1) award will be made to the lowest, most responsive and responsible vendor. Fulton County reserves the right to award contract to more than one vendor, if it is in the best interests of the County.

To determine the lowest and most responsive Bidder, Fulton County will consider the following criteria:

- 11.1 Bidders Quoted rates for Labor, including rates for week ends and beyond normal hours, for year 2007.
- 11.2 Bidders Quoted rates for Labor, including rates for week ends and beyond normal hours, for option years 2008 & 2009.
- 11.3 Bidder's quoted rates for trip charges.
- 11.4 Bidders qualification and experience in the field of Overhead door installation and repair.

To determine the most responsible Bidder, Fulton County will consider the following criteria which the Bidders must include with their bid:

- 11.5 Ability of the vendor to meet the delivery requirements as specified.
- 11.6 Vendor's compliance with insurance requirements as specified.
- 11.7 Compliance with all other terms and conditions of this specification.

12. **Contract terms:** When awarded, the contract will be valid for twelve (12) months from the date of award:

- 12.1 Fulton County reserves the right to exercise an option to extend the contract by two (2) twelve (12) month periods, subject to approval by Board of Commissioners and availability of funds.
- 12.2 Option year prices quoted shall be valid for application till the end of the period for which they are quoted.

13. **Delivery:** Delivery requirements will be determined by the individual department managers; however, the successful Bidder must be capable of responding to emergency calls within two (2) hours. The successful Bidder is required to maintain a point of contact for service twenty - four (24) hours per day, seven (7) days per week including Holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful Bidder must respond to requests in accordance with the following criteria:

- A. **Emergency Requests:** Services and / or Parts must be provided within two (2) hours.

- B. **High Priority Requests:** Services and / or parts must be provided within twenty four (24) hours.
- C. **Routine Requests:** Services and/ or parts must be provided within three (3) days.

Services rates will be charged for emergency, urgent and routine requests according to the basic hourly rates bid:

- 13.1 Vendors will use General Services Department's Service Order number/s on their service ticket.
  - 13.2 Vendors will include the General Services Department's Service Order number/s related to the service call on the invoice. (Please read Paragraph 14)
14. **Invoicing:** Invoices submitted against the contract must include the information required in the technical report (Paragraph 10). The vendor must include, in the invoice, as a minimum the Fulton County Building asset number and the General Services Service Order number(s) for each facility invoiced. Invoices will be returned unpaid to the successful Bidder when one of the following conditions exists:
- A. Invoices contain charges for items not referenced in the original bid schedule (I.E. trip charges, restocking fees, handling fees, mileage, taxes, and any charges for consumables normally used for such maintenance activities like rags, WD-40 etc.)
  - B Invoice contains any charges for disposal of waste generated during the maintenance/repair operations
  - C. Invoices do not contain all required information (I.E. location, Purchase Order Number and Building Asset Number and the General Services Service Order number(s))
  - D. The pricing on the invoices does not correspond to the bid price
- 14.1 Send all invoices to the one (1) of the following addresses only (Depending on who called for the services) to speed up the payment procedure:
- |               |   |
|---------------|---|
| Central Zone: | General Services Department<br>Central Zone Maintenance<br>160 Pryor Street, Suite B4<br>Atlanta, Georgia 30303     |
| North Zone:   | General Services Department<br>North Zone Maintenance<br>3929 Aviation Circle, Building B<br>Atlanta, Georgia 30336 |
| South Zone:   | General Services Department<br>South Zone Maintenance<br>5590 Stone Wall Tell Road<br>College Park, Georgia 30349   |

**SECTION 8**  
**PRICING FORMS**



No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2007 Annual Cost
<b>Central Fulton Service Area</b>							
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	7	6 (A), 1 (C)		
2	B600012	Fulton County Courthouse	Central	6	6 (A)		
3	B613012	Government Center - Assembly Building	Central	2	2 (C )		
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)		
5	B613022	Government Center - Midrise Building	Central	3	2 (C ), 1(F)		
6	B613042	Government Center - Public Safety Building	Central	4	2 (C), 2(A) large, 1(D)		
7	B613052	Government Center - Tower Building	Central	10	10 (A)		
8	B600052	Justice Tower - Was Justice Center Tower	Central	10	3 (C), 1(B), 6(A)		
10	B837012	Parking Lot : 135 Peachtree Street	Central	1	1 (D)		
11	B835012	Parking Lot : 194 Mitchell-Forsyth Streets	Central	2	2 (D)		
12	B326012	Main (Aldredge) Health Center	Central	1	1(A)		
13	B400012	Central Library	Central	4	2 (B), 1(A), 1(C)		
<b>Greater Fulton Service Area</b>							
14	B606012	Airport - Administration Building	North	1	1(A)		
15	B810013	Roswell Neighborhood Senior Center	North	2	2(A)		
16	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)		
17	B342013	Central Training Center	South	2	2(A)		
18	B109013	Fire Station #9, Rico	South	2	2(A)		
20	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)		
21	B440013	Southwest Regional Library	South	1	1(A)		
22	B213041	Abernathy Arts Center Annex	North	1	F		
23	B213031	Abernathy Parks Tennis Court	North	1	1 (F)		
24	B606012	Airport-Administration Building	North	1	1 (A)		
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)		
26	B606152	Airport-US Army Forces Hanger	North	1	1 (D)		
27	B435011	Alpharetta Library	North	1	1 (F)		
28	B805012	Animal Control Center	North	1	1 (F)		
29	B805023	Animal Control Clinic	North	1	1 (D)		
30	B442012	Belle Isle	North	1	1 (D)		

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ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE

Section 11 Pricing Forms

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2007 Annual Cost
31	B431012	Buckhead Library	North	1	2 (F)		
32	B501022	Central Maintenance Facility	North	1	28 (C)		
33	B501672	Central Maintenance Facility Sign	North	1	1 (C)		
34	B203013	Clifftondale Recreation Center	North	1	1 (F)		
35	B404023	College Park Library	North	1	1 (A)		
36	B603052	D.A. Pearson Maint. Storage, Pest	North	1	1 (C)		
37	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	1	10 (C)		
38	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)		
39	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)		
40	B606122	FCPD Tactical Operation and Planning Center	North	1	3 (C)		
41	B110011	Fire Station # 10, Fulton Industrial	North	1	2 (C)		
42	B122011	Fire Station # 12 Warsaw/Police	North	1	4 (C)		
43	B113012	Fire Station # 13 Cascade	North	1	4 (C)		
44	B119012	Fire Station # 19, Charlie Brown Airport	North	1	4 (C)		
45	B102011	Fire Station # 2 Johnson Ferry	North	1	4 (C)		
46	B123011	Fire Station # 39 & #4, Wieuca	North	1	4 (C)		
47	B112012	Fire Station # 20, Shakerag	North	1	4 (C)D-2B		
48	B116012	FireStation#18christopherB.	North	1	4(C)		
49	B603012	General Services electronics Division Bldg A	North	1	3(C)		
50	B603042	General Services Material Management Bldg D	North	1	2( C )		
51	B370013	Harriett G Darnell Senior	North	6	4( D) 2(A)		
52	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)		
53	B430012	Northside Library	North	1	1A		
54	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F		
55	B433012	Ponce De Leon Library	North	1	1 F		
56	B436011	Roswell Library	North	1	2 F		
57	B421011	Sandy springs Library	North	1	A 1		
58	B427013	Adams Park library	South	1	F2		
59	B434012	Adamsville/ Collier Heights Library	South	1	A 2		
60	B824103	Camp Creek House Admin. Bldg	South	1	D 1		
61	B342013	Central Training Center	South		F 2		

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ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE

Section 11 Pricing Forms

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2007 Annual Cost
62	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	1	2 (F)		
63	B203013	Cliftondale Recreation Center	South	1	1 (F)		
64	B404023	College Park Library	South	1	2 (F)		
65	B320013	College Park Regional Health Center	South	1	1F		
66	B408013	East Atlanta Library	South	1	(F) 2		
67	B425013	East Point Library	South	1	1 (A)		
68	B111012	Fire Station #11, Fulton Industrial	South	1	(C) 4		
69	B115013	Fire Station #15, Palmetto	South	1	(C) 2		
70	B117013	Fire Station #17, Cedar Grove	South	1	(C) 4		
71	B124013	Fire Station #21, Fairburn	South	1	(C) 2		
72	B105023	Fire Station #5, Pine Ridge	South	1	(C) 4		
73	B109013	Fire Station #9, Rico	South	1	(C) 4		
74	B882014	General Services Purchasing	South	1	(C) (D) 2		
75	B814023	General Services South Zonal Maint.	South	1	(C) 6		
76	B814064	General Services South Zone, Crestview Storage	South	1	(C) 4		
77	B710013	H J C Bowden Senior Multipurpose Facility	South	1	(A) (F) 2		
78	B371013	Hapeville Senior Center	South	1	(F) 2		
79	B816123	Oak Hill Homes Administration	South	1	(D) 1		
80	B811013	Palmetto Neighborhood Senior	South	1	(F) 2		
81	B448013	South Fulton Regional Library	South	1	(F) 2		
82	B380013	Southwest Art Center	South	1	1F		
83	B440013	Southwest Regional Library	South	1	1F		

**Pricing Sheet for ITB for Door Maintenance**

**Service Year 2007**

**LEGEND**

**A – Double Swing Doors**

**B- Revolving Doors**

**C- Roll up doors – Electrical**

**D- Sliding Gates**

**E- Parking Gates**

**F – Sliding Doors**

84. Cost of Labor not covered by this specification:

Normal Working Hours

\$ \_\_\_\_\_ per Hour

Other than Normal Working Hours

\$ \_\_\_\_\_ per Hour

85. Truck/Trip charges if applicable for service calls only. \$ \_\_\_\_\_

Explain below how trip charges are calculated. (If applicable)

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ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE

Section 11 Pricing Forms

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2008 Annual Cost
<b>Central Fulton Service Area</b>							
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	7	6 (A), 1 (C)		
2	B600012	Fulton County Courthouse	Central	6	6 (A)		
3	B613012	Government Center - Assembly Building	Central	2	2 (C )		
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)		
5	B613022	Government Center - Midrise Building	Central	3	2 (C ), 1(F)		
6	B613042	Government Center - Public Safety Building	Central	4	2 (C), 2(A) large, 1(D)		
7	B613052	Government Center - Tower Building	Central	10	10 (A)		
8	B600052	Justice Tower - Was Justice Center Tower	Central	10	3 (C), 1(B), 6(A)		
10	B837012	Parking Lot : 135 Peachtree Street	Central	1	1 (D)		
11	B835012	Parking Lot : 194 Mitchell-Forsyth Streets	Central	2	2 (D)		
12	B326012	Main (Aldredge) Health Center	Central	1	1(A)		
13	B400012	Central Library	Central	4	2 (B), 1(A), 1(C)		
<b>Greater Fulton Service Area</b>							
14	B606012	Airport - Administration Building	North	1	1(A)		
15	B810013	Roswell Neighborhood Senior Center	North	2	2(A)		
16	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)		
17	B342013	Central Training Center	South	2	2(A)		
18	B109013	Fire Station #9, Rico	South	2	2(A)		
20	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)		
21	B440013	Southwest Regional Library	South	1	1(A)		
22	B213041	Abernathy Arts Center Annex	North	1	F		
23	B213031	Abernathy Parks Tennis Court	North	1	1 (F)		
24	B606012	Airport-Administration Building	North	1	1 (A)		
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)		
26	B606152	Airport-US Army Forces Hanger	North	1	1 (D)		
27	B435011	Alpharetta Library	North	1	1 (F)		
28	B805012	Animal Control Center	North	1	1 (F)		
29	B805023	Animal Control Clinic	North	1	1 (D)		
30	B442012	Belle Isle	North	1	1 (D)		
31	B431012	Buckhead Library	North	1	2 (F)		

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ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE

Section 11 Pricing Forms

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2008 Annual Cost
32	B501022	Central Maintenance Facility	North	1	28 (C)		
33	B501672	Central Maintenance Facility Sign	North	1	1 (C)		
34	B203013	Clifftondale Recreation Center	North	1	1 (F)		
35	B404023	College Park Library	North	1	1 (A)		
36	B603052	D.A. Pearson Maint. Storage, Pest	North	1	1 (C)		
37	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	1	10 (C)		
38	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)		
39	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)		
40	B606122	FCPD Tactical Operation and Planning Center	North	1	3 (C)		
41	B110011	Fire Station # 10, Fulton Industrial	North	1	2 (C)		
42	B122011	Fire Station # 12 Warsaw/Police	North	1	4 (C)		
43	B113012	Fire Station # 13 Cascade	North	1	4 (C)		
44	B119012	Fire Station # 19, Charlie Brown Airport	North	1	4 (C)		
45	B102011	Fire Station # 2 Johnson Ferry	North	1	4 (C)		
46	B123011	Fire Station # 39 & #4, Wieuca	North	1	4 (C)		
47	B112012	Fire Station # 20, Shakerag	North	1	4 (C)D-2B		
48	B116012	FireStation#18christopherB.	North	1	4(C)		
49	B603012	General Services electronics Division Bldg A	North	1	3(C)		
50	B603042	General Services Material Management Bldg D	North	1	2( C )		
51	B370013	Harriett G Darnell Senior	North	6	4( D) 2(A)		
52	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)		
53	B430012	Northside Library	North	1	1A		
54	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F		
55	B433012	Ponce De Leon Library	North	1	1 F		
56	B436011	Roswell Library	North	1	2 F		
57	B421011	Sandy springs Library	North	1	A 1		
58	B427013	Adams Park library	South	1	F2		
59	B434012	Adamsville/ Collier Heights Library	South	1	A 2		
60	B824103	Camp Creek House Admin. Bldg	South	1	D 1		
61	B342013	Central Training Center	South		F 2		
62	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	1	2 (F)		

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ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE**

**Section 11 Pricing Forms**

63	B203013	Clifftondale Recreation Center	South	1	1 (F)		
64	B404023	College Park Library	South	1	2 (F)		
65	B320013	College Park Regional Health Center	South	1	1F		
66	B408013	East Atlanta Library	South	1	(F) 2		
67	B425013	East Point Library	South	1	1 (A)		
68	B111012	Fire Station #11, Fulton Industrial	South	1	(C) 4		
69	B115013	Fire Station #15, Palmetto	South	1	(C) 2		
70	B117013	Fire Station #17, Cedar Grove	South	1	(C) 4		
71	B124013	Fire Station #21, Fairburn	South	1	(C) 2		
72	B105023	Fire Station #5, Pine Ridge	South	1	(C) 4		
73	B109013	Fire Station #9, Rico	South	1	(C) 4		
74	B882014	General Services Purchasing	South	1	(C) (D) 2		
75	B814023	General Services South Zonal Maint.	South	1	(C) 6		
76	B814064	General Services South Zone, Crestview Storage	South	1	(C) 4		
77	B710013	H J C Bowden Senior Multipurpose Facility	South	1	(A) (F) 2		
78	B371013	Hapeville Senior Center	South	1	(F) 2		
79	B816123	Oak Hill Homes Administration	South	1	(D) 1		
80	B811013	Palmetto Neighborhood Senior	South	1	(F) 2		
81	B448013	South Fulton Regional Library	South	1	(F) 2		
82	B380013	Southwest Art Center	South	1	1F		
83	B440013	Southwest Regional Library	South	1	1F		

**Pricing Sheet for ITB for Door Maintenance**

**Service Year 2008**

84. Cost of Labor not covered by this specification:

Normal Working Hours

\$ \_\_\_\_\_ per Hour

Other than Normal Working Hours

\$ \_\_\_\_\_ per Hour

85. Truck/Trip charges if applicable for service calls only. \$ \_\_\_\_\_

Explain below how trip charges are calculated. (If applicable)

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No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2009 Annual Cost
<b>Central Fulton Service Area</b>							
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	7	6 (A), 1 (C)		
2	B600012	Fulton County Courthouse	Central	6	6 (A)		
3	B613012	Government Center - Assembly Building	Central	2	2 (C )		
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)		
5	B613022	Government Center - Midrise Building	Central	3	2 (C ), 1(F)		
6	B613042	Government Center - Public Safety Building	Central	4	2 (C), 2(A) large, 1(D)		
7	B613052	Government Center - Tower Building	Central	10	10 (A)		
8	B600052	Justice Tower - Was Justice Center Tower	Central	10	3 (C), 1(B), 6(A)		
10	B837012	Parking Lot : 135 Peachtree Street	Central	1	1 (D)		
11	B835012	Parking Lot : 194 Mitchell-Forsyth Streets	Central	2	2 (D)		
12	B326012	Main (Aldredge) Health Center	Central	1	1(A)		
13	B400012	Central Library	Central	4	2 (B), 1(A), 1(C)		
<b>Greater Fulton Service Area</b>							
14	B606012	Airport - Administration Building	North	1	1(A)		
15	B810013	Roswell Neighborhood Senior Center	North	2	2(A)		
16	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)		
17	B342013	Central Training Center	South	2	2(A)		
18	B109013	Fire Station #9, Rico	South	2	2(A)		
20	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)		
21	B440013	Southwest Regional Library	South	1	1(A)		
22	B213041	Abernathy Arts Center Annex	North	1	F		
23	B213031	Abernathy Parks Tennis Court	North	1	1 (F)		
24	B606012	Airport-Administration Building	North	1	1 (A)		
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)		
26	B606152	Airport-US Army Forces Hanger	North	1	1 (D)		
27	B435011	Alpharetta Library	North	1	1 (F)		
28	B805012	Animal Control Center	North	1	1 (F)		
29	B805023	Animal Control Clinic	North	1	1 (D)		
30	B442012	Belle Isle	North	1	1 (D)		

07ITB53556YA-DR  
ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE

Section 9 Pricing Forms

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2009 Annual Cost
31	B431012	Buckhead Library	North	1	2 (F)		
32	B501022	Central Maintenance Facility	North	1	28 (C)		
33	B501672	Central Maintenance Facility Sign	North	1	1 (C)		
34	B203013	Clifondale Recreation Center	North	1	1 (F)		
35	B404023	College Park Library	North	1	1 (A)		
36	B603052	D.A. Pearson Maint. Storage, Pest	North	1	1 (C)		
37	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	1	10 (C)		
38	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)		
39	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)		
40	B606122	FCPD Tactical Operation and Planning Center	North	1	3 (C)		
41	B110011	Fire Station # 10, Fulton Industrial	North	1	2 (C)		
42	B122011	Fire Station # 12 Warsaw/Police	North	1	4 (C)		
43	B113012	Fire Station # 13 Cascade	North	1	4 (C)		
44	B119012	Fire Station # 19, Charlie Brown Airport	North	1	4 (C)		
45	B102011	Fire Station # 2 Johnson Ferry	North	1	4 (C)		
46	B123011	Fire Station # 39 & #4, Wieuca	North	1	4 (C)		
47	B112012	Fire Station # 20, Shakerag	North	1	4 (C)D-2B		
48	B116012	FireStation#18christopherB.	North	1	4(C)		
49	B603012	General Services electronics Division Bldg A	North	1	3(C)		
50	B603042	General Services Material Management Bldg D	North	1	2( C )		
51	B370013	Harriett G Darnell Senior	North	6	4( D) 2(A)		
52	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)		
53	B430012	Northside Library	North	1	1A		
54	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F		
55	B433012	Ponce De Leon Library	North	1	1 F		
56	B436011	Roswell Library	North	1	2 F		
57	B421011	Sandy springs Library	North	1	A 1		
58	B427013	Adams Park library	South	1	F2		
59	B434012	Adamsville/ Collier Heights Library	South	1	A 2		
60	B824103	Camp Creek House Admin. Bldg	South	1	D 1		
61	B342013	Central Training Center	South		F 2		

07ITB53556YA-DR  
ON-SITE DOOR REPAIR INCLUDING OVERHEAD DOORS  
PREVENTIVE & PREDICTIVE MAINTENANCE

Section 9 Pricing Forms

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Half Yearly PM Cost/building	Year 2009 Annual Cost
62	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	1	2 (F)		
63	B203013	Cliffondale Recreation Center	South	1	1 (F)		
64	B404023	College Park Library	South	1	2 (F)		
65	B320013	College Park Regional Health Center	South	1	1F		
66	B408013	East Atlanta Library	South	1	(F) 2		
67	B425013	East Point Library	South	1	1 (A)		
68	B111012	Fire Station #11, Fulton Industrial	South	1	(C) 4		
69	B115013	Fire Station #15, Palmetto	South	1	(C) 2		
70	B117013	Fire Station #17, Cedar Grove	South	1	(C) 4		
71	B124013	Fire Station #21, Fairburn	South	1	(C) 2		
72	B105023	Fire Station #5, Pine Ridge	South	1	(C) 4		
73	B109013	Fire Station #9, Rico	South	1	(C) 4		
74	B882014	General Services Purchasing	South	1	(C) (D) 2		
75	B814023	General Services South Zonal Maint.	South	1	(C) 6		
76	B814064	General Services South Zone, Crestview Storage	South	1	(C) 4		
77	B710013	H J C Bowden Senior Multipurpose Facility	South	1	(A) (F) 2		
78	B371013	Hapeville Senior Center	South	1	(F) 2		
79	B816123	Oak Hill Homes Administration	South	1	(D) 1		
80	B811013	Palmetto Neighborhood Senior	South	1	(F) 2		
81	B448013	South Fulton Regional Library	South	1	(F) 2		
82	B380013	Southwest Art Center	South	1	1F		
83	B440013	Southwest Regional Library	South	1	1F		

**Pricing Sheet for ITB for Door Maintenance**

**Service Year 2009**

84. Cost of Labor not covered by this specification:

Normal Working Hours

\$ \_\_\_\_\_ per Hour

Other than Normal Working Hours

\$ \_\_\_\_\_ per Hour

85. Truck/Trip charges if applicable for service calls only. \$ \_\_\_\_\_

Explain below how trip charges are calculated. (If applicable)

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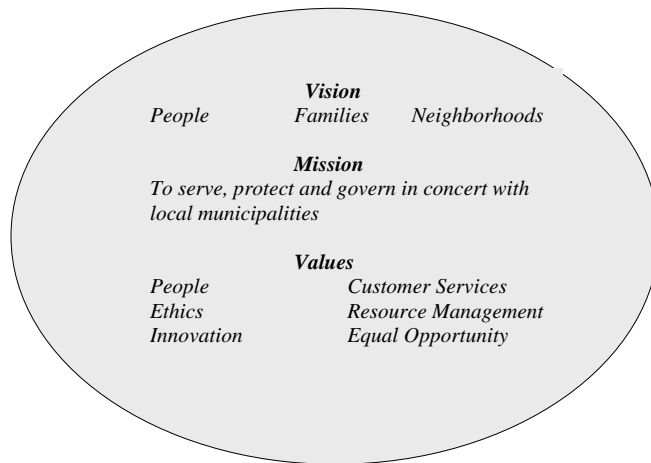
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**APPENDICES**

Sample Contract



**FULTON COUNTY**



**CONTRACT DOCUMENTS FOR**  
**PROJECT NUMBER**  
**PROJECT TITLE**

**For**

**DEPARTMENT NAME**

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*Index of Articles*

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## CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**  
Contract No.: **[Insert Project Number and Title]**  
Address: **[Insert Consultant Address]**  
City, State  
Telephone: **[Insert Consultant telephone #]**  
Facsimile: **[Insert Consultant Facsimile #]**  
Contact: **[Insert Consultant Contact Name]**  
**[Insert Consultant Contact Title]**

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

### WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the



Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

#### ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

#### ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

#### ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to

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make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

**[Insert contract term and any renewal options]**

ARTICLE 10. **COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of services.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County Board of Tax Assessors designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This

condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the Tax Assessors designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Chief Appraiser, County Board of Tax Assessors.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

#### ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the *[Insert User Department Representative for project]*. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such

electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **[Insert User Department Representative for project]**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **[Insert User Department Representative for project]**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and

legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

**[Insert User Department Representative Position for project]**



---

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

**With a copy to:**

Fulton County Department of Purchasing

Purchasing Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273

Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

**[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

**ARTICLE 35. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or

catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

#### ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

#### ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Consultant shall submit all invoices in original and one (1) copy to:

**[Insert User Department Representative Position for project]**  
**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: *[Insert User Department Representative for project]*

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 42. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**[Insert Consultant Company  
Name & Title]**

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Rosalind Ray, Chief Appraiser  
County Board of Tax Assessors

## **ADDENDA**

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

# **EXHIBIT A**

## **GENERAL CONDITIONS**

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

## **EXHIBIT B**

# **SPECIAL CONDITIONS**

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.



# **EXHIBIT D**

## **PROJECT DELIVERABLES**

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

# **EXHIBIT E**

## **COMPENSATION**

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

# **EXHIBIT F**

## **PURCHASING FORMS**

Instructions for Users: Insert the Purchasing forms submitted by the Consultant. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.

# **EXHIBIT G**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

# **EXHIBIT H**

## **INSURANCE AND RISK MANAGEMENT FORMS**

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)